

Milwaukee County

Department of Combined Court
Related Operations

Request for Proposals #98160006

Healthy Infant Court Coordinator

The First Judicial District
Children's Division/Family Division

Issue Date: February 8, 2016

Response Due: February 25, 2016

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SECTION 1.0 APPLICATION FOR HEALTHY INFANT COURT COORDINATOR

The Interested Party Name: _____

Address: _____

Phone Number: () _____

Fax Number: () _____

SECTION 2.0 INTRODUCTION

Applications will be accepted for the Healthy Infant Court Coordinator of the First Judicial District in the State of Wisconsin. The Milwaukee County Clerk of Circuit Court acts as a fiscal agent for this contract.

The person selected shall be the Healthy Infant Court Coordinator and will sign a professional services contract with the Clerk of Circuit Court for Milwaukee County. The terms of the contract will be from March 28, 2016 to December 31, 2016 with a two year extension option.

SECTION 3.0 SCHEDULE OF EVENTS AND RFP ADMINISTRATOR CONTACT INFORMATION

<u>Event</u>	<u>Date</u>
RFP Issued	February 8, 2016
Deadline for Receipt of Proposals	February 25, 2016
Evaluation and Selection Process	February 25, 2016 March 16, 2016
Notification of Intent to Award	March 18, 2016
Finalize Contract	March 28, 2016

RFP Administrator: Liz Finn Gorski
Children's Court Judicial Operations Manager (CCJOM)
Department of Combined Court Operations
414-454-4189

SECTION 4.0 SCOPE OF SERVICE

- The Interested Party shall serve as the Milwaukee County Healthy Infant Court (HIC) Coordinator. The Interested Party shall comply with all federal, state and local laws and regulations and shall maintain in good standing with any licenses and certifications relating to the services provided.
- The HIC Coordinator shall serve in the professional service capacity from March 28, 2016 through December 31, 2016 with a two year extension option. The annual salary for this contract will be \$65,000 and will be prorated for 2016.
- The HIC Coordinator shall be responsible for the coordination of the Milwaukee County HIC under the general direction of the CCJOM. Duties and responsibilities shall include but not limited to:
 - Expanding relationships in the infant mental health field with resources such as Wisconsin Alliance for Infant Mental Health, World Association for Infant Mental Health and the Capstone Certificate in Infant, Early Childhood and Family Mental Health from UW-Madison.
 - Identifying and expanding community resource referrals for families, infants and Infant Mental Health (IMH) specialists.
 - Meeting families and IMH specialists at or before the time of the temporary physical custody hearing to identify families best suited for HIC.
 - Attending and coordinating all HIC staffings.
 - Maintaining all HIC files.
 - Monitoring adherence to the court's implementation plan.
 - Assisting in the development of all HIC forms, policies, procedures, brochures, assessment tools and outreach information/materials.
 - Acting as the primary contact with Court Administration, Division of Milwaukee Child Protective Services, Private Bar Attorney, Guardians ad Litem, District Attorney's Office, and community mental health providers.
 - Tracking cases to ensure timely reporting of service and outcome data.
 - Developing, implementing and monitoring activities related to the program with administrative staff, the assigned on-going case manager, and Community Providers.
 - Ensuring timely submission of reports and any other evaluation data/outcome measurements required.
 - Arranging and scheduling all necessary training for the HIC team.
- Possession of a bachelor's degree from an approved college or university and five years of experience in Child Welfare and/or Child Development OR a master's degree in Social Work or Public Administration, or related field and three years of experience in the Child Welfare or Child Development.

- The HIC Coordinator shall possess the following skills and knowledge:
 - Working knowledge and understanding of Milwaukee County Children’s Court, Division of Milwaukee Child Protective Services, Milwaukee County’s Birth to Three Program, and other local community early childhood services including: early care, education, health, mental health, and early intervention.
 - Working knowledge of issues related to child abuse and neglect.
 - Ability to manage numerous tasks concurrently.
 - Attention to detail.
 - Ability to develop and sustain relationships with all levels of professionals.
 - Understanding of, and sensitivity to, cultural competency, and trauma informed care.
 - Ability to communicate effectively with multiple disciplinary teams.

The HIC Coordinator shall have prior experience in the following:

1. Demonstrated ability to work with multicultural populations and culturally diverse groups;
2. Working knowledge of infant/toddler social-emotional development and impact of abuse and neglect; and,
3. Demonstrated ability to manage complex projects using a team approach.

The HIC Coordinator shall possess the following personal qualities:

1. Ability to adjust to dynamic situations;
2. Ability to lead and gain the trust and cooperation of diverse team membership; and,
3. Ability to work with persons from diverse cultures.

The Department of Combined Court Related Operations, Children’s Division responsibilities shall be:

1. The Coordinator will be supervised by the Children’s Court CCJOM.
2. The CCJOM shall train the Healthy Infant Coordinator on current processes and procedures.

SECTION 5.0 EVALUATION CRITERIA

Qualification of Individual:

The qualified individual shall possess the necessary training, skills, knowledge, personal qualities and education to fulfill the terms of the contract. The Department of Combined Court Related Operations proposal evaluation committee will review all proposals.

SECTION 6.0 TIMEFRAME

It is expected that the individual under contract as the Healthy Infant Coordinator will begin on or about **March 1, 2016** and end on **December 31, 2018**, pending contract renewals.

SECTION 7.0 CONTRACT REQUIREMENTS

7.1 RIGHT OF TERMINATION

It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of Department of Children and Families (DCF) funds. The County, therefore, reserves the unilateral right to terminate participation in such service upon thirty (30) days written notice when, (1) it appears that the funds provided through the DCF for such purpose will be exhausted or terminated; or (2) failure of Contractor to fulfill its obligations under this agreement; or (3) violation of the provisions of this agreement, or for any other reason which in the judgment of the County makes it necessary or desirable to terminate this agreement.

7.2 CONTRACT RENEGOTIATION

The Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in the Contract.

7.3 CONFIDENTIALITY STANDARDS AND PROCEDURES

The successful proposer shall protect the confidentiality (in accordance with HIPAA 42 CFR, s.51.30, Stats., HSS 92, and Chapter 48 as applicable) of all information in its possession. All waste copies or written reports shall be destroyed in a confidential manner or delivered to the CCJOM for destruction. The successful proposer must be willing to sign an appropriate Confidentiality Agreement.

7.4 INDEPENDENT CONTRACTOR

Nothing contained in the Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into the Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

7.5 CONTRACT APPROVAL

As set forth in section 56.03, Milwaukee County Code of General Ordinances, for a professional services contract with a value of fifty thousand dollars (\$50,000.00) or more, approval by the county board is required. The contract must be approved by the Office of Corporation Counsel prior to execution. All contracts will be reviewed and approved, in writing, by the county's Risk Manager for financial responsibility and liability management, including appropriate insurance provisions and modifications in indemnity agreements.

7.6 ASSIGNMENT LIMITATION

The contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party should assign its obligations under the contract without the prior written consent of the other.

SECTION 8.0 ADDITIONAL INTERESTED PARTY REQUIREMENTS

8.1 LEGAL REQUIREMENTS

By submitting a proposal, the Interested Party specifically stipulates that goods, personnel and services provided are in compliance with all applicable laws, codes, rules and regulations governing such services. This includes, but is not limited to, licenses, copyrights, minimum staff qualifications and other legal and binding requirements.

8.2 INSURANCE

The Interested Party agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability (which includes board, staff, and volunteers), Automobile Liability (if the Interested Party owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits is required for all Interested Party vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Interested Party will use their personal vehicles to transport clients, or for any other purpose related to services provided, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Interested Party through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Interested Party.

If the services provided constitute professional services, Interested Party shall maintain Professional Liability coverage as listed below. It being further understood that failure to comply with insurance requirements might result in suspension or termination of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
<u>Employer's Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General and/or</u> <u>Business Owner's Liability</u> Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
<u>Automobile Liability</u> Bodily Injury & Property Damage Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
<u>Professional Liability</u> To include Certified/Licensed	\$1,000,000 Per Occurrence

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated “A” per Best’s Key Rating Guide. Such coverages must be maintained.

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an “additional insured” endorsement, for general liability, automobile insurance, and umbrella/excess insurance. A waiver of subrogation shall be afforded to Milwaukee County on the Workers’ Compensation policy. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or a non-renewal disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

8.3 SECURITY

No person employed or whose service is otherwise offered, shall provide services under this contract unless they have submitted to the following checks: criminal convictions, active warrants, sexual offender registry, and caregiver registry. Any prospective interested party shall also be required to provide references when applicable and those references shall be verified by the County.

8.4 INDEPENDENT INTERESTED PARTY

Nothing contained in this RFP shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and Agencies or their successors or assigns. The Interested Party shall not be deemed to be an employee of Milwaukee County.

8.5 NON-DISCRIMINATION

The Interested Party agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

8.6 Disadvantaged Business Enterprise (DBE) Utilization Specifications Milwaukee

County has established overall participation goals on the purchase of goods and services, and construction services utilized in County procurements with Disadvantaged Business Enterprise (DBE) certified firms, in accordance with Chapter 42 of the Milwaukee County Code of General Ordinances.

While this opportunity does not have a specific participation goal, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual **goal of 17% participation of DBE firms on County procurements and contracts**, not related to construction. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4851, or cbdpcompliance@milwaukeecountywi.gov.

The directory of DBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

8.7 ACCESS TO RECORDS/AUDIT & OPEN RECORDS LAW

The Interested Party, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Interested Party related to the performance of the contract for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Interested Party. All subcontracts or other agreements for work performed on this contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Code of Ordinances. The Interested Party agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Interested Party. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Pursuant to the applicable Milwaukee County rules and regulations, the Interested Party understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. This provision shall not apply to any matter covered by the attorney client privilege. The Interested Party also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the Interested Party.

8.8 SOFTWARE AND HARDWARE STANDARDS

The Interested Party shall be responsible for the purchase, installation and maintenance of all hardware (PC's, routers, printers, etc.) and software necessary to satisfy proposed service specifications and requirements.

8.9 INDEMNITY

The Interested Party agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, Milwaukee County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Interested Party, or its (their) agents which may arise out of or are connected with the activities covered by this agreement. Interested Party shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

8.10 CODE OF ETHICS

Chapter 9 of the Milwaukee County General Ordinances states in part: “No person may offer or give to any public official or employee, directly or indirectly, and no public official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the public official or employee.”

SECTION 9.0 COMPENSATION, BILLING AND PAYMENT

9.1 CONTRACT PAYMENT

Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge and the CCJOM. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

9.2 MONTHLY BILLINGS

Interested Party shall provide the CCJOM with monthly billings that will include:

Hourly Timesheet
Daily Description of Work Activities.

9.3 SPACE/OTHER

Milwaukee County shall provide limited office space for the Interested Party, as may be available, heat, light, maintenance, and janitorial services in the Vel R. Phillips Juvenile Justice Center.

9.4 MODIFICATION/TERMINATION/EXTENSION OF CONTRACT

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the Interested Party is given at least 30-days written notice.

In the event the Interested Party terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the CCJOM, to that effect not less than ninety (90) days prior to said termination. Interested Party agrees that it will refund to Milwaukee County within fourteen (14) days of said termination, all payments made by Milwaukee County to the Interested Party for any work not completed.

Milwaukee County and/or the Office of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90) days written notice to the Interested Party. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the Interested Party for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

SECTION 10.0 REPORTS

Accountability will be ensured through the monthly billing reports provided to the CCJOM.

SECTION 11.0 CULTURAL DIVERSITY AND CULTURAL COMPETENCE

Milwaukee County is committed to the goal of cultural diversity and cultural competence in the workplace. Milwaukee County considers the composition of ethnic/racial and gender makeup a high priority as it relates to board membership and staff positions of agencies and organizations receiving contract awards for the provision of services.

If applicable, Board members and staff must be able to serve a culturally diverse population in a manner that reflects culturally competent decision making and service delivery.

The definitions of cultural diversity and cultural competence are:

Cultural Diversity – The presence of individuals and groups from different cultures. Cultural diversity in the workplace refers to the degree to which an organization, Interested Party or other group is comprised of people from a variety of differing backgrounds related to behaviors, attitudes, practices, beliefs, values, and racial and ethnic identity.

Cultural Competence - A set of congruent behaviors, attitudes, practices and policies formed within a system, within an Interested Party, and among professionals to enable the system, Interested Party and professionals to work respectfully, effectively and responsibly in diverse situations. Essential elements of cultural competence include valuing diversity, understanding the dynamics of difference, institutionalizing cultural knowledge, and adapting to and encouraging organizational diversity.

SECTION 12.0 SUBMISSION AND EVALUATION

12.1 PUBLIC RECORD CONSIDERATION

Applications submitted by an Interested Party become the property of Milwaukee County upon submission. For agencies awarded a contract, the application material submitted will become part of the contract with the Milwaukee County Clerk of Circuit Courts. Application material becomes public information and is subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the granting of contract awards and the full execution of a contract, the application is considered a "draft" and is not subject to the open records law.

12.2 REQUIREMENTS

All applications shall be submitted in accordance with the requirements specified in the RFP.

12.3 BUDGET

Submit an Interested Party budget and fiscal summary. Include the following:

Total Interested Party Anticipated Expenses

Provide the annual cost for HIC Coordinator on an annual basis. No claims for any costs or expenses beyond the stated costs will be honored without the express written

authorization of the Chief Judge and County Board of Supervisors. Milwaukee County's sole financial obligation to the successful bidder is limited to the total cost for services expressed in the Interested Party's response to the RFP and rendered under the terms of the contract. Funds may not be used for consultants unless approved by the Chief Judge.

12.4 INCLUSIONS

All proposals shall be submitted in accordance with the requirements and specifications included in the RFP. To be accepted, ten (10) copies of the proposal, one original (with signatures), and nine (9) copies must be submitted. The following are the minimum requirements for proposal consideration and should be submitted in the following order:

1. Cover letter with original signature.
2. Resume
3. Documentation of work experience, individual skills, knowledge in support of the items listed in Scope of Services
4. References
5. Appendix C-Equal Employment Opportunity Certificate
6. Appendix F-DBE Utilization Plan (DBD-14PS)

12.5 ERRORS AND OMISSIONS

All proposals submitted for the services requested by Milwaukee County should be complete and clearly worded and must convey all of the information requested in this RFP. If significant errors or omissions are found in the proposal or if the proposal fails to conform to the essential requirements, the proposal shall be considered non-responsive. Milwaukee County reserves the right to ask any or all Agencies for additional information and/or for clarification of proposals.

12.6 EXPIRATION OF PROPOSALS

Proposals must be valid for at least 150 days from the proposal submission deadline.

12.7 PROPOSAL DUE DATE/MAILING INSTRUCTIONS

Proposals must be received no later than 4:00 p.m. (C.D.T) on Thursday, February 25, 2016 in the office of the:

Milwaukee County Clerk of Circuit Court's Office-Juvenile Division
Vel R. Phillips Juvenile Justice Center, Room 1630
10201 Watertown Plank Road
Wauwatosa, WI 53226

It is strongly recommended that the proposal be delivered in person or sent certified mail, return receipt requested. On the outside of the mailing package, clearly state, "HIC Coordinator Application."

12.8 QUESTIONS

If additional information is needed to interpret the specifications or requirements of this RFP, written questions will be accepted via email attention Liz Finn Gorski at Elizabeth.finn-gorski@wicourts.gov. Questions sent to anyone other than Ms. Finn Gorski will not be considered.

Ms. Finn Gorski is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of Ms. Finn Gorski and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

12.9 EVALUATION CRITERIA

All proposals submitted will receive fair and impartial consideration. Interested Party(s) selected as the finalist(s) may be required to participate in a formal oral interview. A Professional Service Contract will be awarded to the Interested Party, determined by the Chief Judge, upon recommendations of a Review Committee, such determination shall consider:

- | | |
|--|-----------|
| • Qualifications of Interested Party | 35 points |
| • Experience in Child Welfare and Children's Court | 35 points |
| • Skills/Knowledge | 30 points |

12.10 RIGHT TO NEGOTIATE

Milwaukee County reserves the right to negotiate with selected Interested Parties to arrive at a best and final offer.

12.11 RFP AND CONTRACT

All conditions and requirements of the RFP and the successful bidder's proposal shall become part of the professional services contract.